



PATENT
Attorney Docket No. 229278

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Stephens

Application No. 10/668,451

Filed: September 22, 2003

Art Unit: 3736

Examiner: Unassigned

For: **SENSOR CATHETER HAVING REDUCED CROSS-
TALK WIRING ARRANGEMENTS**

**REQUEST IN ACCORDANCE WITH 37 C.F.R. § 1.48(f)
TO CHANGE INVENTORSHIP**

Commissioner for Patents
Alexandria, VA 22313-1450

Dear Sir:

1. This request under 37 C.F.R. § 1.48(f) is to delete Mr. Douglas Stephens, who was originally named as inventor for this application and the prior provisional application 60/413,267 filed September 23, 2002.

Attached is a copy of the Request in Accordance with 37 C.F.R. § 1.48(e) to Change Inventorship along with accompanying documents for the prior provisional application 60/413,267, filed September 23, 2002.

2. 37 C.F.R. § 1.48(f)(1)

Attached is the first submission of an executed oath or declaration under § 1.63 by any of the inventors during the pendency of the application, which will act to correct the earlier identification of inventorship.

3. Applicant petitions to add the following name(s), omitted by error, as inventor(s) to this application.

Gregory Kent Williams
7436 Golden Oak Way
Sacramento, CA 95831
Citizenship: US

Stephen Charles Davies
105 Alvaston Court
Folsom, CA 95630
Citizenship: Great Britain

Gerald L. Litzza
3581 Buena Vista Drive
Sacramento, CA 95864
Citizenship: US

4. The error in omitting the inventor(s) hereby petitioned to be added occurred by error, without deceptive intent on the part of the omitted inventor(s). This statement is made by the attorney signing below.
5. 37 C.F.R. § 1.48(f)(1)

Fees

☒ No fee is owed by the applicant(s).

Authorization to Charge Additional Fees

☒ If any additional fees are owed in connection with this communication, please charge Deposit Account No. 12-1216. (A duplicate copy of this communication is enclosed for that purpose.)

Instructions as to Overpayment

☒ Credit Account No. 12-1216.

☐ Refund



Phillip Pippenger, Reg. No. 46,055
LEYDIG, VOIT & MAYER, LTD.
Two Prudential Plaza, Suite 4900
180 North Stetson
Chicago, Illinois 60601-6780
(312) 616-5600 (telephone)
(312) 616-5700 (facsimile)

Date: July 19, 2004

CERTIFICATION OF EXPRESS MAIL

"Express Mail" Label Number: EV 419249918 US

Date of Deposit: July 19, 2004

I hereby certify that this "REQUEST IN ACCORDANCE WITH 37 C.F.R. § 1.48(f) TO CHANGE INVENTORSHIP" and all accompanying documents are being deposited with the United States Postal Service "Express Mail Post Office To Addressee" Service under 37 CFR 1.10 on the date indicated below and is addressed to: Mail Stop: _____, Commissioner for Patents, P.O. Box 1450, Alexandria, Virginia 22313-1450.

Christina Masters		July 19, 2004
Name of Person Signing	Signature	Date



PATENT
Attorney Docket No. 229258

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Stephens, Douglas

Application No. 60/413,267

Filed: September 23, 2002

For: LOW-CROSS-TALK CATHETER MICROCABLE
ARRANGEMENTS

Art Unit: Unassigned

Examiner: Unassigned

PETITION IN ACCORDANCE WITH 37 C.F.R. § 1.48(e)
TO CHANGE INVENTORSHIP

Commissioner for Patents
Alexandria, VA 22313-1450

Dear Sir:

1. This petition under 37 C.F.R. § 1.48(e) is to delete Mr. Douglas Stephens, who was originally named as inventor for this provisional application.
2. This petition also requests that the requirement under 37 C.F.R. § 1.48(e)(2), to provide a statement by the person whose name is being deleted, be waived as the original named inventor, Douglas Stephens, has assigned his entire right and interest to an assignee, Jomed N.V..
 - a. This application assigned to Jomed N.V. has since been assigned to Volcano Therapeutics, Inc. on July 23, 2003. Please see the attached assignment document.
 - b. Volcano Therapeutics, Inc. has given its consent to the requested inventorship correction in accordance with 37 C.F.R. § 1.48(e)(4).
3. 37 C.F.R. § 1.48(e)(4)

Attached is a statement by the assignee, Volcano Therapeutics, Inc., stating that it assents to the deletion of the person erroneously named as inventor and agrees to the addition of the inventor(s) omitted by error.

4. Applicant petitions to add the following name(s), omitted by error, as inventor(s) to this application.

Gregory Kent Williams
7436 Golden Oak Way
Sacramento, CA 95831
Citizenship: US

Stephen Charles Davies
105 Alvaston Court
Folsom, CA 95630
Citizenship: Great Britain

Gerald L. Litzza
3581 Buena Vista Drive
Sacramento, CA 95864
Citizenship: US

5. The error in omitting the inventor(s) hereby petitioned to be added occurred by error, without deceptive intent on the part of the omitted inventor(s). This statement is made by the attorney signing below.
5. 37 C.F.R. § 1.48(e)(3)

Fees

- ☐ No fee is owed by the applicant(s).
☒ The Petition Fee of \$50 under 37 CFR 1.17(q) is enclosed herewith.

Method of Payment of Fees


- ☐ Attached is a check in the amount of \$50.00.
☒ Charge Deposit Account No. 12-1216 in the amount of \$50.00. (A duplicate copy of this communication is enclosed for that purpose.)

Authorization to Charge Additional Fees

- ☒ If any additional fees are owed in connection with this communication, please charge Deposit Account No. 12-1216. (A duplicate copy of this communication is enclosed for that purpose.)

Instructions as to Overpayment

- ☒ Credit Account No. 12-1216.
☐ Refund


Phillip M. Pippenger, Reg. No. 46,055
LEYDIG, VOIT & MAYER, LTD.
Two Prudential Plaza, Suite 4900
180 North Stetson
Chicago, Illinois 60601-6780
(312) 616-5600 (telephone)
(312) 616-5700 (facsimile)

Date: July 19, 2004

In re Appl'n of Stephens
U.S. Application No. 60/413,267

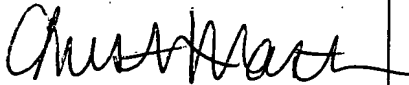


CERTIFICATION OF EXPRESS MAIL

"Express Mail" Label Number: EV 419249949 US

Date of Deposit: July 19, 2004

I hereby certify that this "REQUEST IN ACCORDANCE WITH 37 C.F.R. § 1.48(E) TO CHANGE INVENTORSHIP" and all accompanying documents are being deposited with the United States Postal Service "Express Mail Post Office To Addressee" Service under 37 CFR 1.10 on the date indicated below and is addressed to: Mail Stop: Provisional, Commissioner for Patents, P.O. Box 1450, Alexandria, Virginia 22313-1450.

Christina Masters		July 19, 2004
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INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS INTELLECTUAL PROPERTY TRANSFER AGREEMENT, dated as of July 21, 2003 ("Agreement"), is entered into by and between JOMED N.V., a company formed under the laws of the Netherlands ("Seller"), and, VOLCANO THERAPEUTICS, INC., a Delaware corporation (the "Purchaser"). Seller and Purchaser sometimes are referred to herein collectively as the "Parties" and individually as a "Party".

WITNESSETH

WHEREAS, under an Asset Purchase Agreement entered into by Seller and certain other sellers, on the one hand, and Purchaser, on the other hand, dated 10 July 2003, Seller has agreed to sell and transfer and Purchaser has agreed to purchase certain Patents, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements herein contained and intending to be legally bound hereby, the Parties agree as follows:

1. PURCHASE AGREEMENT

1.1 Governing Agreement Parties agree that the relevant provisions of the Asset Purchase Agreement dated 10 July 2003, including the Disclosure Schedule and any other exhibits, schedules or attachments thereto, as it may be amended from time to time, ("APA"), shall be deemed to form an integral part of this Agreement and apply *mutatis mutandis* to the Parties to this Agreement. In case of any conflict or inconsistency between this Agreement and the APA, the latter shall govern for any and all purposes and nothing in this Agreement shall amend, limit or restrict the rights and obligations of the Parties under the APA, such with the exception of section 5 of this Agreement which section shall prevail over the APA. The APA is attached to this Agreement as Annex 1.1.

1.2 Definitions The capitalized terms and expressions in this Agreement are

defined terms and expressions, which shall have the meanings specified or referred to in this Agreement or in the APA (in particular in Exhibit A to the APA) and shall be equally applicable to both the singular and plural forms.

2. TRANSFER

2.1 Sale and transfer of certain Patents Effective as of the Closing Date, Seller and Purchaser hereby confirm the sale and purchase under the APA, and in consummation thereof, Seller hereby transfers, assigns, conveys and delivers to Purchaser, and Purchaser hereby acquires and accepts from Seller, on the terms herein provided, all of Seller's right, title and interest in and to certain Patents of Seller set forth in Annex 2.1 to this Agreement, to the extent they are related to the Business and are not Excluded Assets.

2.2 Recordation of Intellectual Property Seller hereby authorizes and requests the United States Patent and Trademark Office and the relevant Governmental Authorities in the other Jurisdictions whose duty it is to issue patent registrations, to issue all registrations from any applications for registration of the Patents, and to record Purchaser as the assignee and owner of all registrations of the Patents.

2.3 Further Assurances After the Closing Date, the Seller and the Purchaser each agree, without additional consideration, to execute and deliver such further instruments as may be reasonably requested by the other Party to make effective the transfer of the Patents, including executing such additional documents as are determined by the Purchaser or the Seller to be reasonably necessary to carry out the purposes of this Agreement.

2.4 Excluded Patents The Patents will not include the Excluded Patents as in Annex 2.4 attached hereto.

3. INTENTIONALLY LEFT BLANK

4. PURCHASE PRICE

4.1 Purchase Price The aggregate purchase price to be paid by Purchaser to Seller for all of the Patents will consist of an amount of cash equal to \$ 1,000,000 (one million US dollars), excluding VAT and any other applicable Taxes, payable by means of wire transfer of immediately available funds from Purchaser, or an Affiliate of Purchaser.

4.2 Taxes Except for local corporate income tax that may become due and payable by Seller, the Purchaser shall bear and pay any sales taxes, use taxes, transfer taxes, documentary charges, recording fees or similar or other taxes, charges, fees or expenses that may become due and payable to the State of California, the County of Sacramento and the County of San Diego in connection with the sale of the Patents to the Purchaser. If according to local Law any VAT or other taxes are due in connection with the sale of the Patents to the Purchaser, such Seller shall issue to Purchaser a valid VAT or other tax invoice in respect of the sale of the Patents to the Purchaser. The Purchaser will forthwith upon receipt of such invoice pay to the respective Sellers the VAT or other taxes charged.

5. MISCELLANEOUS

5.1 Severability Each of the provisions contained in this Agreement shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Agreement.

5.2 Amendment This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by all of the Parties hereto.

5.3 Waiver The failure of any Party to enforce any condition or part of this Agreement at any time shall not be construed as a waiver of that condition or part, nor shall it forfeit any rights to future enforcement thereof.

5.4 Governing Law This Agreement shall be construed and enforced in accordance with and governed by the laws of the Netherlands, excluding the conflicts of laws provisions thereof to the extent allowed under Law.

5.5 Arbitration; Venue The Parties expressly agree that any questions, discrepancies, disputes or claims arising from the interpretation or implementation or performance of this Agreement, its Schedules and any other Assignment Documents attached hereto shall be finally settled, without recourse to any appeal, by international arbitration, which shall be conducted in Amsterdam the Netherlands in accordance with the United Nations Commission on International Trade Law ("UNCITRAL") Rules of Arbitration as in force at the date of execution of this Agreement (the "UNCITRAL Rules"). There shall be one arbitrator. The arbitrator shall be appointed by the International Chamber of Commerce Court of Arbitration in Paris (the "ICC") in accordance with the UNCITRAL Rules. In that regard the Parties hereby waive the right to nominate the arbitrator and accept the appointment which the ICC may make. The appointment of the arbitrator shall be made by the ICC within ten (10) days after the ICC receives the written notice of arbitration. The arbitrator shall be a lawyer who has knowledge about Dutch law and who is familiar with international business transactions. No arbitrator shall be related to, be a shareholder, director, officer, employee, agent of, past or present counsel of, or have either a substantial or on-going business relationship with the Parties, their shareholders, directors, officers, employees or agents or any of their respective Affiliates.

5.6 Headings The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

5.7 Transfer "as is" The Purchaser has made a due diligence of the Patents. Except as explicitly otherwise provided in the APA, the Parties agree that the Patents transferred to the Purchaser under this Agreement shall be transferred "as is" and only to the extent permitted under the applicable Law.

5.8 Representations and Warranties In accordance with the APA the representations and warranties made by the Sellers shall not survive the Closing Date, and Sellers shall have no liability (for indemnification or otherwise) with respect to such representations and warranties. The Parties hereby agree that Seller is not making, in this Agreement and its Exhibits, Schedules and Annexes, any representations and warranties of any kind, express or implied, as to the correctness and completeness of the content of the Exhibits, Schedules and Annexes that shall survive the Closing Date. No oral or

written statement by or on behalf of Seller can be interpreted to contain any such representation or warranty. None of Seller's employees or representatives is authorized to give any such warranties or make any such representation in this respect on behalf of Seller. Purchaser has been given the opportunity to check and calculate the Patents at the Closing Date.

5.9 Counterparts; Language The Parties may execute this Agreement in one or more counterparts, and each fully executed counterpart shall be deemed an original. This Agreement in the English language shall be the definitive and controlling text, notwithstanding any translation into another language.

5.10 Notices All communications, notices and consents provided for herein shall be in writing and be given in person or by means of telex, facsimile or other means of wire transmission (with request for assurance of receipt in a manner typical with respect to communications of that type) or by overnight courier, and shall become effective: (a) on delivery if given in person; (b) on the date of transmission if sent by telex, facsimile or other means of wire transmission; or (c) two (2) business days after delivery to the overnight service.

Notices shall be addressed as follows:

If to Seller, to:

Jomed N.V., c/o Houthoff Buruma
Attn: Trustees
PO Box 75505
1070 AM Amsterdam, the Netherlands
Facsimile Number: 31 20 577 57 00

If to Purchaser, to:

Volcano Therapeutics, Inc
26061 Merit Circle, Suite 103
Laguna Hills, CA 92653, USA
Facsimile Number: 949 582 3365
Attention: Chief Financial Officer

provided, however, that if any Party shall have designated a different address by notice to the others, then to the last address so designated.

[REMAINDER OF THE PAGE TO BE LEFT IN BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

Seller:

JOMED N.V.

By: _____

Name:

Title:

Purchaser:

Volcano Therapeutics, Inc

By: Scott Huennekens

Name:

Scott Huennekens

Title:

Pres. + CEO

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

Seller:

JOMED N.V.

By: 

Name:

Jim Schutz

Title:

Gen. Counsel

Purchaser:

Volcano Therapeutics, Inc

By: _____

Name:

Title:

ANNEX 1.1

ASSET PURCHASE AGREEMENT

ANNEX 2.1

PATENTS

JOMED N.V. IVUS&FM Patents (Part 1.1(b))

Country:	Appl/Patent.Nr.:	Date:
<u>1) ComboMap</u>		
United States	10/151423	20-May-02
PCT	US03/15504	14-May-2003
<u>2) EagleEye</u>		
United States	10/233870	29-Aug-02
<u>3) Hawk</u>		
United States	10/233893	29-Aug-02
<u>4) EagleEye Microcable</u>		
United States	60/413267	23-Sep-02
<u>5) IVUS Measurement Indicia</u>		
United States	10/265515	4-Oct-02
<u>6) Palpographic Enhancements</u>		
United States	60/431575	6-Dec-02
<u>7) Vulnerable Plaque</u>		
United States	10/127052	19-Apr-02
United States	10/232429	28-Aug-02
United States	10/232428	28-Aug-02
United States	10/393665	21-Mar-03
PCT	US03/12113	18-Apr-03
PCT	US03/12114	18-Apr-03
<u>8) ATR8</u>		
PCT	60/381951	21-May-02

ANNEX 2.4

EXCLUDED PATENTS

Family Number	Type	Status	Application No.	Patent No.	Country	Applic. Date	Grant Date	Exp. Date	Current Owner
Aorta Connector	Patent	Granted	P19710365	BR9710365A	Brazil	23-Jul-97	27-Nov-01	23-Jul-17	JOMED N.V.
Aorta Connector	Patent	Filed	2259850		Canada	23-Jul-97			JOMED N.V.
Aorta Connector	Patent	Filed	97198603.8		China P.R.	23-Jul-97			JOMED N.V.
Aorta Connector	Patent	Filed	97834831.5		Europe	23-Jul-97			JOMED N.V.
Aorta Connector	Patent	Filed	1374CAL97		India	23-Jul-97			JOMED N.V.
Aorta Connector	Patent	Filed	50868898		Japan	23-Jul-97			JOMED N.V.
Aorta Connector	Patent	Published	PCT/EP01/10372	WO02058594A1	PCT	8-Sep-01			JOMED N.V.
Aorta Connector	Patent	Inactive	PCT/SE97/01309		PCT	23-Jul-97			JOMED N.V.
Aorta Connector	Patent	Filed	997000495		South Korea	23-Jul-97			JOMED N.V.
Aorta Connector	Patent	Granted	9602849-3	SE0509389C2	Sweden	24-Jul-96	18-Jan-99	24-Jul-16	JOMED N.V.
Aorta Connector	Patent	Granted	09/228749	US6179848	United States	23-Jul-97	30-Jan-01	23-Jul-17	JOMED N.V.
Aorta Connector CIP	Patent	Published	09/769748	2001/029383A1	United States	28-Jan-01			JOMED N.V.
Artery-Ventricle Conduit	Patent	Inactive	PCT/EP01/10348	WO02024108A2	PCT	7-Sep-01			JOMED N.V.
Artery-Ventricle Conduit	Patent	Granted	528539	SE517410C2	Sweden	20-Sep-00	4-Jun-02	20-Sep-20	JOMED N.V.
Artery-Ventricle Conduit	Patent	Filed	01982284.2		Europe	7-Sep-01			JOMED N.V.
Artery-Ventricle Conduit	Patent	Filed	09/950740	2002/033180A1	United States	13-Sep-01			JOMED N.V.
Artery-Ventricle Conduit	Design	Granted	DM059390	DM059390	International	18-Dec-01	5-Apr-02		JOMED N.V.
Cut and Seal	Design	Filed	11035		Sweden	19-Jun-01			JOMED N.V.
Cut and Seal	Design	Allowed	29/152240	D472318	United States	19-Dec-01			JOMED N.V.
Cut and Seal	Patent	Filed	2401485		Canada	22-Feb-01			JOMED N.V.
Cut and Seal	Patent	Filed	1919326.7		Europe	22-Feb-01			JOMED N.V.
Cut and Seal	Patent	Filed	2001-663015		Japan	22-Feb-01			JOMED N.V.
Cut and Seal	Patent	Inactive	PCT/EP01/02000	WO01064113A1	PCT	22-Feb-01			JOMED N.V.
Cut and Seal	Patent	Granted	0000642-9	SE518259C2	Sweden	28-Feb-00	10-Dec-01	28-Feb-20	JOMED N.V.
Cut and Seal	Patent	Granted	09/599453	US6248119	United States	22-Jun-00	19-Jun-01	22-Jun-20	JOMED N.V.
Endoscopic Instrument	Patent	Filed	2399008		Canada	5-Oct-01			JOMED N.V.
Endoscopic Instrument	Patent	Filed	1972890.6		Europe	5-Oct-01			JOMED N.V.



Endoscopic Instrument	Patent	Filed	2002-531924		Japan				JOMED N.V.
Endoscopic Instrument	Patent	Inactive	PCT/SE01/02160	WO0228293A1	PCT				JOMED N.V.
Endoscopic Instrument	Patent	Granted	623106	SE518636C2	Sweden		5-Nov-02	5-Oct-20	JOMED N.V.
Endoscopic Instrument	Patent	Filed	10/181717	2003/014065A1	United States				JOMED N.V.
Flowrester Handle	Patent	Published	PCT/EP02/05905	WO02096320A1	PCT				JOMED N.V.
Flowrester Handle	Patent	Filed	0101887-8		Sweden				JOMED N.V.
Flowrester Handle	Patent	Filed	09/881799	2002/183825A1	United States				JOMED N.V.
Graft Connector II	Design	Granted	67671	AR67671	Argentina				JOMED N.V.
Graft Connector II	Design	Granted	DI6000281-6	DI6000281-6	Brazil		24-Feb-00	24-Feb-15	JOMED N.V.
Graft Connector II	Design	Granted	302387.7	ZL00302387.7	China P.R.		19-Dec-00	24-Feb-25	JOMED N.V.
Graft Connector II	Design	Granted	181737	IN181737	India		9-Sep-00	25-Feb-10	JOMED N.V.
Graft Connector II	Design	Granted	991530	SE990410	Sweden		29-Aug-00	27-Aug-14	JOMED N.V.
Graft Connector II	Design	Granted	29/119154	USD438618	United States		16-Oct-00	27-Aug-24	JOMED N.V.
Graft Connector II	Patent	Filed	P000104386		Argentina		6-Mar-01	6-Mar-15	JOMED N.V.
Graft Connector II	Patent	Filed	PI001330-2		Brazil				JOMED N.V.
Graft Connector II	Patent	Filed	2376118		Canada				JOMED N.V.
Graft Connector II	Patent	Filed	810166.3		China P.R.				JOMED N.V.
Graft Connector II	Patent	Filed	957196.9		Europe				JOMED N.V.
Graft Connector II	Patent	Filed			India				JOMED N.V.
Graft Connector II	Patent	Filed	2001-517963		Japan				JOMED N.V.
Graft Connector II	Patent	Inactive	PCT/SE00/01610	WO01013820A1	PCT				JOMED N.V.
Graft Connector II	Patent	Filed	10-2002-7002426		South Korea				JOMED N.V.
Graft Connector II	Patent	Granted	9802891-0	SE0514595C2	Sweden		19-Mar-01	25-Aug-19	JOMED N.V.
Insertion Aid	Patent	Filed	09/777716	2003/060837A1	United States				JOMED N.V.
Insertion Aid	Patent	Filed	3001173.8		Europe				JOMED N.V.
Insertion Aid	Patent	Filed	615436		Sweden				JOMED N.V.
Insertion Aid	Patent	Filed			United States				JOMED N.V.
MR1-Catheter	Patent		11222284.1		Europe				JOMED N.V.
T-Slent/Graft Connector I	Design	Granted	671100	AR67110	Argentina				JOMED N.V.
T-Slent/Graft Connector I	Design	Granted	DI5901850-0	DI5901850-0	Brazil		3-Sep-99	3-Sep-14	JOMED N.V.
T-Slent/Graft Connector I	Design	Granted	99315108.6	ZL99315108.6	China P.R.		17-Oct-00	2-Sep-24	JOMED N.V.
T-Slent/Graft Connector I	Design	Granted	180283	IN180283	India		4-Nov-00	3-Sep-09	JOMED N.V.
							2-May-00	2-Sep-14	JOMED N.V.

T-Stent/Graft Connector I	Design	Granted	990410	SE65746	Sweden	3-Mar-99	8-Nov-00	3-Mar-24	JOMED N.V.
T-Stent/Graft Connector I	Design	Granted	29110170	USD428334	United States	2-Sep-99	8-Aug-00	8-Aug-14	JOMED N.V.
T-Stent/Graft Connector I	Patent	Filed	PI9708990-7		Brazil	16-May-97			JOMED N.V.
T-Stent/Graft Connector I	Patent	Filed	2253535		Canada	16-May-97			JOMED N.V.
T-Stent/Graft Connector I	Patent	Filed	97194724.4		China P.R.	16-May-97			JOMED N.V.
T-Stent/Graft Connector I	Patent	Filed	97923390.5		Europe	16-May-97			JOMED N.V.
T-Stent/Graft Connector I	Patent	Filed	0882CAL97		India	16-May-97			JOMED N.V.
T-Stent/Graft Connector I	Patent	Filed	54214997		Japan	16-May-97			JOMED N.V.
T-Stent/Graft Connector I	Patent	Filed	98709272		South Korea	16-May-97			JOMED N.V.
T-Stent/Graft Connector I	Patent	Granted	9601684-1	SE509388C2	Sweden	17-May-96	18-Jan-99	17-May-16	JOMED N.V.
T-Stent/Graft Connector I	Patent	Granted	09/192895	US6210430	United States	16-May-97	3-Apr-01	16-May-17	JOMED N.V.
T-Stent/Graft Connector I	Patent	Filed	09/795447	2001/041927A1	United States	1-Mar-01		16-May-17	JOMED N.V.
T-Stent/Graft Connector I	Patent	Inactive	PCT/SE97/00804	WO97043961A1	PCT	16-May-97			JOMED N.V.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Stephens, Douglas

Application No. 60/413,267

Filed: September 23, 2002

Art Unit: Unassigned

Examiner: Unassigned

For: LOW-CROSS-TALK CATHETER MICROCABLE
ARRANGEMENTS

CONSENT OF ASSIGNEES TO DELETING PERSON ERRONEOUSLY
NAMED AS INVENTOR IN PROVISIONAL APPLICATION
(37 C.F.R. § 1.48(e)(4))

The undersigned on behalf of the assignee of the entire interest in the above-mentioned provisional application hereby, assents to the deletion of the person erroneously named as inventor and agrees to the addition of the inventor(s) omitted by error, as identified in the petition that this document accompanies.

Signed:


Name: STEPHEN M. FRY, M.D.

Date

Title: VP R+D / CTO

Company: Volcano Therapeutics, Inc.

7/15/04